

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

<b>In Re:</b> <b>WILLIAM TERRAL SMITH</b> Debtor(s) <b>GOVERNMENT LOAN</b> <b>SECURITIZATION TRUST 2011-FV1,</b> <b>U.S. BANK TRUST NATIONAL</b> <b>ASSOCIATION, NOT IN ITS</b> <b>INDIVIDUAL CAPACITY BUT SOLELY</b> <b>AS DELAWARE TRUSTEE AND U.S.</b> <b>BANK NATIONAL ASSOCIATION, NOT</b> <b>IN ITS INDIVIDUAL CAPACITY BUT</b> <b>SOLELY AS CO-TRUSTEE</b> Movant  v. <b>WILLIAM TERRAL SMITH</b> Debtor(s) <b>KENNETH E. WEST</b> Trustee Respondent(s)	<b>Chapter 13</b>  <b>Case Number: 22-13116-pmm</b>
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**MOTION FOR RELIEF FROM AUTOMATIC STAY WITH RESPECT TO PROPERTY: 2645  
PARMA ROAD, PHILADELPHIA, PA 19131**

Government Loan Securitization Trust 2011-FV1, U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee, through its Counsel, Stern & Eisenberg PC, respectfully requests the Court grant its Motion for Relief and in support thereof respectfully represents as follows:

1. Movant is Government Loan Securitization Trust 2011-FV1, U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee (hereafter referred to as “Movant”).
2. Debtor(s), William Terral Smith (hereinafter, “Debtor(s)”), is/are, upon information and belief, adult individual(s) whose last-known address is 2645 Parma Road, Philadelphia, PA 19131.
3. On March 30, 2000, William T. Smith, executed and delivered a Note in the principal sum of \$69,360.00 to Comnet Mortgage Services A Division Of Commonwealth Bank. A copy of the Note is attached as Exhibit “A” and is hereby incorporated by reference.
4. As security for the repayment of the Note, William T. Smith, executed and delivered a Mortgage to Comnet Mortgage Services A Division Of Commonwealth Bank. The Mortgage was duly recorded in the Office of the Recorder of Deeds in and for Philadelphia County on April 10, 2000 in Book , Page and/or Instrument 50063160. A copy of the Mortgage is attached as Exhibit “B” and is hereby incorporated by reference.

5. The Mortgage encumbers Debtor's real property located at 2645 Parma Road, Philadelphia, PA 19131.
6. By assignment of mortgage, the loan was ultimately assigned to Government Loan Securitization Trust 2011-FV1, U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee. A true and correct copy of the assignment is attached as Exhibit "C" and is hereby incorporated by reference.
7. Debtor(s) filed the instant Chapter 13 Bankruptcy on November 20, 2022 and, as a result, any state court proceedings were stayed.
8. It is believed and therefore averred that Debtor(s) filed the instant bankruptcy as an additional delay in order to prevent Movant from proceeding with the state court proceedings or otherwise institute proceedings as allowed under the Mortgage.
9. Debtor's mortgage loan is in default and is currently due for the August 1, 2023 payment and each subsequent payment through the date of the motion. Debtor(s) has/have failed to make the following post-petition payments to Movant:

**POST-PETITION PAYMENTS IN DEFAULT**

Monthly Payments in Default:	08/01/2023 to 11/01/2023
Monthly payments (\$689.28 x 4)	\$2,757.12
Monthly Payments in Default:	12/01/2023 to 10/01/2024
Monthly payments (\$641.35 x 11)	\$7,054.85
Monthly Payments in Default:	11/01/2024 to 12/01/2024
Monthly payments (\$683.41 x 2)	\$1,366.82
Suspense Balance:	(\$518.68)
Total Amounts Due as of December 17, 2024:	\$10,660.11

10. In addition, Movant has incurred counsel fees and costs in association with Debtor's default and this motion.
11. As a result of the Debtor's default and failure to make payments or to otherwise adequately provide for Movant in the bankruptcy filing, Movant is not adequately protected and is entitled to relief.
12. As of December 17, 2024, the Unpaid Principal Balance is \$65,875.87.
13. To the extent the Court does not find that relief is appropriate, then Movant requests that the stay be conditioned such that in the event the Debtor(s) fall(s) behind on post-petition payments or trustee payments that Movant may receive relief upon default by the Debtor(s) of the terms of the conditional order.

14. Movant requests that the stay of Bankruptcy Rule 4001(a)(3) be waived.
15. New Rez LLC dba Shellpoint Mortgage Servicing services the underlying mortgage loan and note for the property referenced in this motion for "Movant". In the event the automatic stay in this case is modified, this case dismisses, and/or the Debtor obtains a discharge and a foreclosure action is commenced on the mortgaged property, the foreclosure will be conducted in the name of Movant. Movant, directly or through an agent, has possession of the Note. The Note is endorsed in blank. Movant is the beneficiary or the assignee of the Deed of Trust.

WHEREFORE, Movant, Government Loan Securitization Trust 2011-FV1, U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee, respectfully requests this Court to grant the appropriate relief under 11 U.S.C. §362 from the automatic stay as set forth in the proposed order together with waiver of Bankruptcy Rule 4001(a)(3).

Respectfully Submitted:

Stern & Eisenberg, PC

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